

REMARKS

The Applicants have reviewed the Final Office Action dated August 3, 2007. The Applicants have amended claims 1, 11, 12 and 22 to overcome a rejection under 35 U.S.C. §112, second paragraph. No change in claim scope has been made by these amendments. These amendments of this response result in the claims complying with a requirement of form set forth by the Examiner in the pending office action. Reexamination and reconsideration of this application in view of the following remarks is requested.

Claim Rejections - under 35 U.S.C. §112

The Examiner rejected Claims 1-8, 10-19, and 21-33 under 35 U.S.C. 112, second paragraph.

The Examiner asserts that claims 1, 11, 12 and 22 are unclear as to “a display of the printer” and “display on a printer display. The Applicants have amended claims 1, 11, and 22 to cause these two terms to be consistent. The Applicants assert that claim 12 does not contain this uncertainty and is improperly rejected as being indefinite. The amendment of claims 1, 11, and 22 is consistent with the view taken by the Examiner for examination purposes. Office Action dated August 3, 2007, page 3, first paragraph. The Applicants therefore assert that these amendments result in the claims complying with a requirement of form as specified by the Examiner and therefore assert that these amendments should be entered.

The Applicants traverse the Examiner’s assertion, with regards to claims 6, 17 and 27, that the term “periodically” is broad and indefinite. Office Action dated August 3, 2007, page 3, first full paragraph. The Examiner states that the term “periodically” is broad and indefinite. The Examiner then goes on to state that the term “periodically” is interpreted as “generating the operator display definition whenever the user desired to upset the configurations of the printing jobs.” *Id.*

To begin, the Applicants point out that “Breadth is not indefiniteness.” See, MPEP §2173.04, Title. The Applicants assert that the term “periodically” is well known to ordinary practitioners in the arts related to the present invention and clearly sets forth what the applicants regard as their invention. For example, the Merriam-Webster Online Dictionary defines “Periodically” as:

- 1 :at regular intervals of time
- 2 :from time to time

The Applicants assert that this definition is sufficiently clear and definite under the standards for 35 U.S.C. §112, second paragraph. Furthermore claims 6, 17 and 27 themselves specify that that this step is “performed periodically with a time period.” The Applicants assert that the term “periodically” in conjunction with a specification of “with a time period” renders the term “periodically” to be clear and definite.

The Applicants point out that their own disclosure clearly uses the term in a manner consistent with this plain meaning. The Application specifies an embodiment may be configured to “periodically update a status page displayed on the operator panel interface 112 at either a fixed or variable period.” An alternative configuration is to update the status page whenever status information changes or a related event occurs. Specification, page 10, lines 18-23.

The Applicants assert that specifying that the “periodically” and “with a time period” clearly results in “periodically” meaning a regular interval of time. Relevant definitions for “Period” within the “Merriam-Webster Online Dictionary” define “Period” as:

- 1** : the completion of a cycle, a series of events, or a single action; ... or
- 6 a** : a portion of time determined by some recurring phenomenon **b** (1) : the interval of time required for a cyclic motion or phenomenon to complete a cycle and begin to repeat itself (2) : a number *k* that does not change the value of a

periodic function f when added to the independent variable; *especially* : the smallest such number

The Applicants assert that the combination of these terms, especially when considered along with their use in the specification, renders the term “periodically” definite and should be interpreted as specifying that the step of claim 6 occurs “at regular intervals of time.”

Claim Rejections - under 35 U.S.C. § 102

The Examiner rejected Claims 1, 2, 4-8, 10-13, 15-19, 21-29 and 3-33 under 35 U.S.C. 102(e) as being anticipated by Parry (U.S. Publication No. 2002/0196460). The Examiner cites 35 U.S.C. § 102(e) and a proper rejection requires that a single reference teach (i.e., identically describe) each and every element of the rejected claims as being anticipated by Parry.¹

The Applicants point out that the presently claimed invention is directed to a computer controlled device that incorporates an HTTP browser as the operator control device to allow reuse of HTTP server software to generate display datasets for both the HTTP browser incorporated into the device and for devices on a network. See, Abstract and page 8, line 10 through page 9, line 11..

The Applicants will discuss the rejection of claim 1-7 and note that these remarks also refer to the corresponding claims 8, 10-19, and 21-31.

CLAIM 1

Parry fails to disclose “interpreting, within the printer and according to the network protocol, the dataset.”

¹ See MPEP §2131 (Emphasis Added) “A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.” *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). “The identical invention must be shown in as complete detail as is contained in the ... claim.”

The Applicants point out that “the dataset” specified in the “interpreting” limitation of claim 1 is the dataset defined in the “generating” step. This dataset defines an operator interface display. Parry never teaches interpreting a dataset that defines an operator interface display “within the printer.” Parry only generates the operator display definition “within the printer (Parry, paragraph 0026, 0034, 0040) and transmits that dataset to web browser 60 (Parry, FIG. 2, paragraph 0040). The Applicants refer to the remarks of their response of August 7, 2006 regarding “Swing” controls and the failure of Parry to teach the limitation of claim 2. In Parry, operator inputs received through those operator displays (that are presented on the remote devices) are the only data conforming to a network protocol that is disclosed to be interpreted within the printer of Parry. Parry, 0034, 0040.

The Examiner asserts, in the “Response to Arguments,” that the Parry reference teaches interpreting HTTP “within the printer.” Office Action dated August 3, 2007, page 2, paragraphs 4-6. The Applicants respectfully assert that the Examiner has misstated the Applicants’ argument. The Applicants are arguing that the “dataset defining the operator display definition” is not interpreted in the printer. The Applicants assert that interpreting the “dataset defining the operator display definition” is different than interpreting user inputs that are input through an operator display that is presented to a user on a remote device, as is taught by Parry.

The Applicants assert that a proper rejection requires that claims be considered as a whole. The Applicants assert that when considering claim 1 “as a whole,” the cited references fail to teach or suggest the “interpreting” limitation of claim 1 for at least the above reasons and the reasons described in the Applicants’ response dated August 7, 2006.

Claim 2

Parry fails to disclose “the interpreting interprets, within the printer, the dataset conforming to the HyperText Transfer Protocol defining the operator display definition”

that was generated in the processor within the printer.”

Again, the Applicants assert that a proper rejection requires that the claim be considered “as a whole,” including the limitations and definitions of the claims from which claim 2 depends. “The dataset” is specified, within the language of claim 2, as “defining the operator display definition.” This “dataset” is also specified to have been “generated ... within the printer.” As stated above, the only data interpreted within the printer of Parry are operator inputs, not any dataset that defines the operator display definition. The Applicants further refer to their prior comments regarding Swing controls as provided in their response of August 7, 2006.

Claims 4 and 5

With respect to claim 4, Parry does not disclose generating the operator display definition “in response to an operating parameter ... changing independently of user input.” The Examiner cites portions of Parry that only describe user inputs as changing parameters. Office Action dated August 8, 2007, page 4, last paragraph. The Applicants assert that the Parry reference, particularly the cited portions thereof, fails to teach this limitation of claim 4.

With respect to claim 5, since Parry fails to teach generation the operator display definitions absent user input (as defined by claim 4, from which claim 5 depends), no operator display definition is generated in response to the listed events. The cited portion of Parry teaches that the operator can change a print job priority (which would occur based upon a user input), and fails to teach this aspect of the presently claimed invention.

Claim 6

The Applicants traverse the Examiner’s interpretation of the term “periodically” as discussed above with regards to the rejection under 35 U.S.C. §112. Based upon the plain language of the term “period” and “periodically,” particularly in light of the use of

the terms in the applications specification, the Applicants assert that Parry fails to teach the limitation of claim 6.

Claim 7

The Applicants repeat their comments with regards to claim 5 in that the Parry reference only teaches the user's changing of a document's priority within the print queue. The Applicants assert that, even under the Examiner's overly broad interpretation of "period," no adjustment of any time period according to the events listed in claim 7 is ever taught or suggested by the Parry reference.

Claim 32

Parry fails to teach "the display," where the "display" is defined by the limitations of claim 1, from which claim 32 depends, as being integral to the printer. In interpreting the claim "as a whole," the "display" is defined in claim 1 as "displaying ... the interpreted operator interface display produced by the interpreting, within the printer and according to the network protocol."

With apparent regards to claim 32, the Examiner recites remarks stating "indicators of built in lights and /or text or graphics displays" and remarks relating to providing status over the network using any number of standards. The Applicants point out the distinction between "providing status over the network" as is taught by Parry, and the claimed invention that includes interpreting, within the printer and according to the network protocol, a dataset defining the operator display definition to be displayed on a display that is integral to the printer. Generating status messages according to the network protocol for transmission to remote devices and display of status on the printer clearly fails to include interpreting within the printer according to the network protocol, a step clearly missing from the Parry reference.

Claim 33

The Parry reference fails to teach the combination of the "interpreting" limitation

of claim 1, from which claim 33 depends, and the “sending ... the dataset ... to the remote workstation,” as is set forth in claim 33.

Furthermore, as discussed above, independent claims 1, 11, 12 and 27 distinguish over the Parry reference. Because dependent claims include the limitations of the independent claims from which they depend, Dependent claims 2-8, 10, 12-19, 21-26 and 28-32 distinguish over the Parry reference for at least the same reason. The Applicants therefore submit that claims 1-8, 10-19, and 21-33 distinguish over the Parry reference and that the rejection under 35 U.S.C. §102(e) should be withdrawn.

Parry Fails to Inherently Disclose the above Limitations

The Applicants further assert that the Parry reference also fails to sufficiently inherently disclose the above subject matter. As stated in the MPEP:

To establish inherency, the extrinsic evidence 'must make clear that the missing descriptive matter is necessarily present in the thing described in the reference, and that it would be so recognized by persons of ordinary skill. Inherency, however, may not be established by probabilities or possibilities. The mere fact that a certain thing may result from a given set of circumstances is not sufficient.' Citing *In re Robertson*, 169 F.3d 743, 745, 49 USPQ2d 1949, 1950-51 (Fed. Cir. 1999)

MPEP §2112(IV). The Applicants assert that the Parry reference, which is directed only to communicating printer status information to remote terminals and accepting user inputs from those terminals through the use of network protocols, fails to inherently disclose the presently claimed invention's limitations regarding the “interpreting” and “displaying” limitations of claim 1, as well as the other limitations that are discussed above.

The Applicants assert that the Examiner is modifying the teachings of Parry using the Applicants own disclosure to provide the elements missing from Parry, such as the “interpreting” step when taken in context of the other limitations of claim 1.

Claim Rejections - under 35 U.S.C. §103

The Examiner rejected Claims 3, 14, and 30 under 35 U.S.C. 103. As discussed above, independent claims 1, 12 and 27 distinguish over the Parry reference. Because dependent claims include the limitations of the independent claims from which they depend, dependent claims 3, 14, and 30 distinguish over the Parry reference for at least the same reason.

Conclusion

It is submitted that Claims 1-8, 10-19, 21-33 are in condition for allowance. Reconsideration of the rejection is requested. Allowance of Claims 1-8, 10-19, 21-33 is earnestly solicited.

No amendment made was related to the statutory requirements of patentability unless expressly stated herein. No amendment made was for the purpose of narrowing the scope of any claim, unless Applicants have argued herein that such amendment was made to distinguish over a particular reference or combination of references.

Applicants acknowledge the continuing duty of candor and good faith to disclose information known to be material to the examination of this application. In accordance with 37 CFR § 1.56, all such information is dutifully made of record. The foreseeable equivalents of any territory surrendered by amendment are limited to the territory taught by the information of record. No other territory afforded by the doctrine of equivalents is knowingly surrendered and everything else is unforeseeable at the time of this amendment by the Applicants and the attorneys.

If the Examiner believes that there are any informalities that can be corrected by Examiner's amendment, or that in any way it would help expedite the prosecution of the patent application, a telephone call to the undersigned at (561) 989-9811 is respectfully solicited.

In view of the preceding discussion, it is submitted that the claims are in condition for allowance. Reconsideration and re-examination is requested.

Respectfully submitted,

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